



Commonwealth of Kentucky SOLICITATION

TITLE: Energy Commercialization Grant Fiscal Year 2010

DATE ISSUED 2009-04-15	SOLICITATION CLOSES Date: 2009-05-15 Time: 16:30:00	SOLICITATION NO. RFP 127 0900001777
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I S S U E D B Y	500 MERO ST, 12th FL CPT Donna Norton	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
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V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:
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FOR INFORMATION CALL:

Donna Norton
502-564-7192

ONLINE BIDDING PROHIBITED

Yes

OWNERSHIP TYPE:

Sole Proprietorship Partnership Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Energy Commercialization Projects

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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91841 Energy Conservation Consulting

Extended Description

B I L L T O	Energy and Enviroment Cabinet Dept for Energy Development and Independence 12th FL 500 MERO STREET CAPITAL PLAZA TOWER, 12TH FLOO FRANKFORT KY 40601 US	S H I P T O	Energy and Enviroment Cabinet Dept for Energy Development and Independence 12th FL 500 MERO STREET CAPITAL PLAZA TOWER, 12TH FLOO FRANKFORT KY 40601 US
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**Request for Proposals
Kentucky Energy Commercialization Grants
April 15 – May 15, 2009**

Section 1 – Background on the Department of Energy Development and Independence

In accordance with Kentucky Revised Statutes Chapter 152.712, the Department for Energy Development and Independence (DEDI) oversees the development and implementation of Kentucky's comprehensive energy strategy, outlined in *Intelligent Energy Choices for Kentucky's Future: Kentucky's 7-Point Strategy for Energy Independence*. See this link for a copy of the plan: <http://www.energy.ky.gov/energyplan2008/>.

The DEDI strives to enhance the economic opportunities and benefits to Kentucky citizens and industry through expansion of current markets and the development of market opportunities for Kentucky coal, natural gas, petroleum, oil shale, tar sands, liquid and gaseous fuels from coal, and chemicals from coal.

To the extent funding is available the DEDI administers grant programs to support energy-related research, development, and demonstration, including the support of multi-state cooperative regional partnerships and research initiatives.

The DEDI strives to implement programs for the development, conservation, and utilization of energy in a manner to meet essential human needs while maintaining the Kentucky economy at the highest feasible level.

The DEDI enters into agreements, administers grant programs, and serves as a liaison with the federal government and other states in matters relating to energy.

The DEDI uses state funding as a match for federal or private funding to increase the resources available to support energy research and development.

The DEDI explores and develops regional partnerships and cooperative research initiatives with other states and governmental entities to enhance resources available for energy research and development.

Section 2 – Description of Funding

Under the enacted biennial budget, the DEDI is appropriated \$3,500,000 in fiscal year 2009-2010 which will be used for research projects relating to:

>clean coal

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- >new combustion technology
- >thin-seam coal extraction
- >safety
- >tracking and communication devices
- >coal slurry disposal
- >synthetic natural gas produced from coal through gasification processes, and
- >the development of alternative transportation fuels produced by processes that convert coal or biomass resources or extract oil from oil shale, and other coal research.

These grant dollars are used to provide benefits to Kentucky's Local Government Economic Development Fund-eligible counties (otherwise known as coal-producing counties).

Section 3 - Description of the Program

This is a request for proposals (RFP) from firms or groups of firms having qualifications and experience to successfully commercialize energy related industrial projects in Kentucky. Such projects may include, but are not limited to, gasification projects to convert coal or biomass to liquid fuels, coal-to-gas, clean coal electricity generation, as well as other projects related to the industrialization of Kentucky's energy resources, including processes that facilitate, enhance, or improve extraction, processing or utilization of these resources.

One or more project or technologies will be awarded funding under this program. The successful respondent(s) to this Request for Proposals will have a project or technology at or near the commercialization stage and will have adequate funding to supplement any awards received through this program. The proposals ultimately funded will be consistent with and part of the broader energy strategies for Kentucky.

As a new point of emphasis, the DEDI seeks to obtain expert contractor services that will complement and support the efforts of agency staff in conducting strategic energy sector analyses and planning. Contractor resources shall include technical expertise in scientific, engineering, business, economics and policy disciplines needed for in-depth understanding of advanced technologies and complex systems and legislative and policy issues; advanced/specialized tools, expertise, and protocols that can make possible, facilitate, and accelerate anticipated analyses; and technical communication and outreach expertise that can develop effective written and visual materials to summarize

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and convey analysis results to program officials and stakeholders.

Through this contract the DEDI seeks to enhance the agency's capabilities in support of Kentucky's overall energy strategy, particularly in the areas of energy sector planning and analysis, technical and economic analysis and modeling, environmental costs and benefits assessment, and energy infrastructure analysis.

Section 4 - Proposal Requirements

Respondents shall submit a detailed project plan for (1) further developing a project or technology related to the industrialization of Kentucky's energy resources or (2) for enhanced strategic energy sector analyses and planning. The plan shall include the following:

- A narrative description of the project plan with a discussion of the role that funds from this program would play in the further development of the project. The narrative shall include a list of tasks to be performed and a description of how each task shall be accomplished, discussion of the viability of the project, and any documentation of independent review;
- A detailed schedule;
- Identification of project deliverables;
- Resumes of personnel who will be involved in the project and a description of the ways and degrees that they will be involved; (please provide resumes of all key personnel who will work on the project and a management organization chart).
- A detailed budget for each task, including, but not limited to, personnel charges, fringe benefits, subcontracts, materials and travel;
- Available funding committed from sources other than these funds, and letters of commitment;
- Socio-economic aspects, including numbers and locations of persons living near the project site and description of workforce in reasonable proximity to the site;
- Applicable environmental permits issued or timeline for receiving permits;
- An estimated number of jobs created by the project;
- A required affidavit for bidders or offerors (completed, signed and notarized):

https://eprocurement.ky.gov/NR/ronlyres/44B49391-74C7-4F67-BEBD-0C7B36DE2D21/0/Attachment_2

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Section 5 - Criteria for Selection

Proposals will be evaluated according to the respondent's ability to meet the objectives of this RFP as indicated by (a) demonstration of the economic and technical feasibility of the project and its ability to further the energy development goals of the Commonwealth; and (b) the expertise and experience of personnel who will be involved in the project. The plan will be evaluated in terms of the following:

- Amount of funding committed to this project by sources other than this program;
- Demonstration of the economic and technical feasibility of the project;
- Demonstration of how this funding would contribute directly to the commercialization of this project;
- Demonstration of project's ability to further the energy development goals of the Commonwealth;
- Clearly defined responsibilities, timelines, and milestones for accomplishing the project tasks;
- Regular and timely reporting of progress and expenditures;
- Qualifications of project managers and personnel;
- Commitment of key managers and personnel to the project;

Section 6 - Relative Importance of Particular Qualifications

After determining that a proposal includes all required information and data, the DEDI will evaluate the proposal based on the following criteria:

- Funds requested relative to total project cost (35%)
- Experience with similar projects (15%)
- Personnel and management (15%)
- Relevance to the energy development goals of Kentucky (30%)
- Time required for completing the project (5%)

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Section 7 - General Information

Respondents are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to its becoming effective. The DEDI reserves the right to cancel this RFP at any time for any reason. A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

All contracts awarded resulting from this RFP will terminate on **June 30, 2010**. Proposals should be structured to be completed by this date, with a draft final report of all activities to be submitted one month prior.

Proposals submitted in response to this RFP must be received in hardcopy form no later than **May 15th, 2009 at 4:30 p.m. Eastern Time**. Proposals that arrive after this date and time will not be considered.

Respondents shall submit one original and three copies of the proposal in hardcopy form, marked "Kentucky Energy Commercialization Project" to the following address:

Department of Energy Development and Independence
12th Floor, Capital Plaza Tower
500 Mero Street
Frankfort, KY 40601
Attention: Donna Norton

**PSC Standard Terms and Conditions
Revised 02Feb2009**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

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This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Government Commission Government Contract Review Committee (“LRC”).

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 *et seq.*, where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of

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termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by state government.

- ✂ Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.
- ✂ Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.
- ✂ Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

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Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Certification:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". The contractor, as defined in KRS 45A.030(9), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to

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the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. **A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:**

Jonathan Miller, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601
Phone #: (502) 564-4240
Fax #: (502) 564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

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The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (check one)

_____ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The contractor has not violated any of the provisions of the above

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statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.